

A. G. Contract No. KR 94-1290ALS
ADC No. DC-AI-PW-94/99-6574
ADOT Contract No. JPA 94-25
Project No. ADOT Org 9850
Section: Statewide

INTERAGENCY SERVICES AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF CORRECTIONS

THIS AGREEMENT is entered into pursuant to Arizona Revised Statutes Section 35-148, between agencies of the STATE OF ARIZONA, to wit: the DEPARTMENT OF TRANSPORTATION, acting by and through its HIGHWAYS DIVISION (the "DOT") and the DEPARTMENT OF CORRECTIONS, acting by and through its DIRECTOR FOR AND ON BEHALF OF THE DIVISION OF ADULT INSTITUTIONS (the "ADC").

I. RECITALS

1. The DOT is empowered by Arizona revised Statutes Section 28-105 and 35-148 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The ADC is empowered by Arizona Revised Statutes Section 31-252 and 41-1604 et seq to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the ADC.

3. The DOT has an ongoing requirement for a capable work force to perform routine highway maintenance and related duties. The ADC desires to provide hands-on employment training opportunities for inmates of minimum and medium security institutions of the ADC, including, but not limited to, roadway litter removal, right-of-way brush and weed control, landscape and irrigation system maintenance, drainage enhancements, etc.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The DOT will:

a. Provide appropriate traffic control, safety equipment, hand tools and related materials necessary to accomplish the work.

b. Replace lost or damaged tools or equipment within a reasonable time period after receipt of notice from the ADC. ADC shall not be liable for delays in completion of work projects caused by lack of necessary tools.

c. Identify and schedule work tasks 2 weeks in advance that will require no less than 10 laborers and 1 correctional officer (a "work unit") per work day. Coordinate with assigned correctional officers, monitor the work and provide guidance. On an exception (as available) basis, and by the mutual agreement of the parties thereto involved, provide transportation and sanitary facilities. Inspect completed work and advise ADC of acceptability.

d. No more often than monthly, reimburse ADC for work performed at a rate of \$0.50 per labor hour (or as is reasonable and mutually agreeable in writing to the parties hereto), within 30 days after receipt of invoices. Warrants shall be directed to the institution providing inmate labor and shall be marked to the attention of the Business Manager.

2. The ADC will:

a. Respond to DOT's work task schedule by providing confirmation of work schedules, by work units and start and completion dates to accomplish the work identified. Provide DOT daily work reports on a weekly basis.

b. Routinely provide transportation to and from work sites, and food, water and sanitary facilities for the ADC work units. Provide appropriate care for tools and equipment, maintain accountability of same, and promptly return to DOT upon request. Within 24 hours after noting lost or damaged tools or equipment, provide written notice to the DOT.

c. Invoice DOT for work performed at the rate of \$0.50 per labor hour, including travel time. Invoices shall be submitted to the DOT office requesting inmate labor at addresses provided by DOT.

d. Provide security supervision of inmate work crews.

e. Remove from the work contemplated by this agreement any person who endangers other persons or property, or whose participation under this agreement is inconsistent with the best interests of the DOT.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless terminated as authorized herein.

2. Either party may provide notice of termination, in writing, to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

3. No work shall be performed on the traveled portions of the roadway.

4. If, during the term of this Agreement, a security or safety concern should become evident at any DOT work site authorized under this Agreement, the ADC shall provide notice of such concern to the DOT in the following manner:

a. The ADC shall verbally advise the involved DOT office of the specific security or safety concern and shall also advise of corrective action to be taken by the DOT. Verbal notification shall be followed by written notice within five (5) workdays.

If, in the opinion of the institutional administrator, said security or safety concern poses an immediate threat to the inmate work crew, the administrator may withhold further assignments of the work crew to the particular work site until the concern is rectified.

b. The DOT shall provide subsequent written notice to the ADC advising when the concern was resolved and the manner in which resolution occurred.

c. If the DOT is not able to rectify the identified concern, the inmate work crew shall be reassigned to a different work site and shall not provide further labor at the former work site unless the DOT resolves the safety or security concern to the satisfaction of the ADC.

d. All incidents relative to security and safety concerns shall be reported in accordance with internal ADC procedures.

5. This agreement shall become effective when all signatures are affixed, and may be amended in writing by agreement of the parties hereto.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

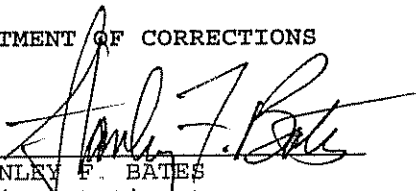
Arizona Department of Transportation
Manager, Contract Maintenance Services
1655 West Jackson Street Mail Drop 118F
Phoenix, AZ 85007

Arizona Department of Corrections
Assistant Director, Division of Adult Institutions
1601 West Jefferson Street, Mail Code 470
Phoenix, AZ 85007

IN WITNESS WHEREOF, the parties have executed this agreement.

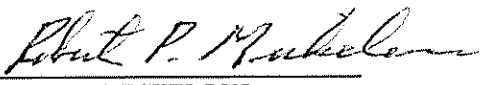
STATE OF ARIZONA

DEPARTMENT OF CORRECTIONS

By 
STANLEY F. BATES
Assistant Director
Administrative Services

Date: July 25, 1994

DEPARTMENT OF TRANSPORTATION

By 
ROBERT P. MICKELSON
Chief Deputy State Engineer

Date: 8/2/94

Approved as to form this 25 day of July, 1994.

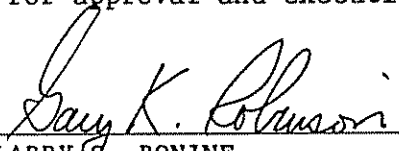
GRANT WOODS
The Attorney General

By: 
Assistant Attorney General

RESOLUTION

BE IT RESOLVED on this 9th day of February 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona Department of Corrections for the purpose of defining responsibilities for providing incarcerated hands-on employment training opportunities, such as routine roadway maintenance on or along state highways.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

For: 
LARRY S. BONINE
Director